

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

| | | |
|-------------------------------|---|--|
| In re: GLORIA RODRIGUEZ |) | |
| <u>Debtor</u> |) | |
| |) | CHAPTER 13 |
| CREDIT ACCEPTANCE CORPORATION |) | |
| <u>Moving Party</u> |) | Case No.: 21-12654 (MDC) |
| |) | |
| v. |) | Hearing Date: 6-21-22 at 10:30 AM |
| |) | |
| GLORIA RODRIGUEZ |) | 11 U.S.C. 362 |
| MARVIN PAGAN |) | |
| <u>Respondent</u> |) | 11 U.S.C. 1301 |
| |) | |
| KENNETH E. WEST |) | |
| <u>Trustee</u> |) | |
| |) | |
| |) | |

**STIPULATION OF SETTLEMENT OF MOTION OF CREDIT ACCEPTANCE
CORPORATION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR
STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay And Co-Debtor Stay by William E. Craig, Esquire, attorney for Credit Acceptance Corporation ("Credit Acceptance"), and the debtor having opposed such Motion through her counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Credit Acceptance is the holder of a first purchase money security interest in a 2013 Hyundai Accent bearing vehicle identification number KMHCT4AE6DU586266.
2. That the parties stipulate that the debtor's account with Credit Acceptance has arrears through June 2022 in the amount of \$1,468.60; that with the addition of counsel fees and costs for the instant Motion in the amount of \$538.00, the total amount to be cured is \$2,006.60.
3. That the debtor is to cure the arrearage set forth in paragraph two (2) above by making her regular monthly payment of \$293.72 plus an additional \$501.65 (total payment of \$795.37) per month for the months of July through October 2022 directly to Credit Acceptance.

4. That commencing July 2022, if the debtor fails to make any payment to Credit Acceptance within thirty (30) days after it falls due, Credit Acceptance may send, via electronic and regular mail, the debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay and co-debtor stay.
5. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek

Brad J. Sadek, Esquire
Attorney for the debtor

/s/ William E. Craig

William E. Craig, Esquire
Attorney for Credit Acceptance Corporation